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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

11 DAREN HEATHERLY and IRMA )           **CASE NO. 3:15-cv-04691-KAW**  
12 RAMIREZ, )  
13           Plaintiffs, )  
14 v. )           **STIPULATION OF DISMISSAL AND**  
15           PIZZA ORGASMICA & BREWING CO; )  
16 TMTM Inc., A California Corporation, dba )  
17 PIZZA ORGASMICA & BREWING CO; )  
18 GALE B. FISHER TRUSTEE of the GALE) )  
19 B. FISHER TRUST Dated April 17, 1997; )  
20 KEITH HENKE and JACQUELYN )  
21 HENKE, TRUSTEES of the HENKE )  
22 FAMILY REVOCABLE TRUST dated )  
23 January 29, 2001; ROBERT JOHN )  
24 PETERSEN, in trust, as TRUSTEE of the )  
25 ROBERT JOHN PETERSEN TRUST )  
26 under the JOHANNES PETERSEN and M. )  
GWENDOLYN PETERSEN )  
REVOCABLE INTER VIVOS TRUST )  
dated July 28, 1971 2001; ALAN MOORE )  
PETERSEN, IN TRUST, as TRUSTEE of )  
the ALAN MOORE PETERSEN TRUST )  
under the JOHANNES PETERSEN and M. )  
GWENDOLYN PETERSEN )  
REVOCABLE INTER VIVOS TRUST )  
dated July 28, 1971 2001; BARBARA )  
MAY SPARROW SUCCESSOR )  
TRUSTEE of the SPARROW FAMILY )  
TRUST Dated February 21, 1989. )  
Defendants. )

1       The parties, by and through their respective counsel, stipulate to dismissal of this action  
2 in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(2). Outside of the terms of the  
3 Settlement Agreement and General Release (“Agreement”) herein, each party is to bear its own  
4 costs and attorneys’ fees. The parties further consent to and request that the Court retain  
5 jurisdiction over enforcement of the Agreement. *See Kokonen v. Guardian Life Ins. Co.*, 511  
6 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of  
7 settlement agreements).

8       Therefore, IT IS HEREBY STIPULATED by and between parties to this action through  
9 their designated counsel that the above-captioned action become and hereby is dismissed with  
10 prejudice pursuant to Federal Rules of Civil Procedure 41(a)(2).

11       This stipulation may be executed in counterparts, all of which together shall constitute  
12 one original document.

14 Dated: September 22, 2016

THOMAS E. FRANKOVICH  
*A PROFESSIONAL LAW CORPORATION*

16 By: /s/ Thomas E Frankovich

17 Attorney for Plaintiffs IRMA RAMIREZ and  
DAREN HEATHERLY

20 Dated: September 22, 2016

SARA B. ALLMAN

21 By: /s/ Sara B. Allman

23 Attorney for Defendants TMTM, INC., dba PIZZA  
ORGASMICA & BREWING CO.

1 Dated: September 22, 2016

NEIL JEROME MORAN  
THE FREITAS LAW FIRM, LLP

3 By: /s/ Neil Jerome Moran

4 Attorney for Defendants GALE B. FISHER  
5 TRUSTEE of the GALE B. FISHER TRUST Dated  
6 April 17, 1997; KEITH HENKE and JACQUELYN  
7 HENKE, TRUSTEES of the HENKE FAMILY  
8 REVOCABLE TRUST dated January 29, 2001;  
9 ROBERT JOHN PETERSEN, in trust, as  
10 TRUSTEE of the ROBERT JOHN PETERSEN  
11 TRUST under the JOHANNES PETERSEN and M.  
12 GWENDOLYN PETERSEN REVOCABLE  
13 INTER VIVOS TRUST dated July 28, 1971 2001;  
14 ALAN MOORE PETERSEN, IN TRUST, as  
15 TRUSTEE of the ALAN MOORE PETERSEN  
16 TRUST under the JOHANNES PETERSEN and M.  
17 GWENDOLYN PETERSEN REVOCABLE  
18 INTER VIVOS TRUST dated July 28, 1971 2001;  
19 BARBARA MAY SPARROW SUCCESSOR  
20 TRUSTEE of the SPARROW FAMILY TRUST

14 **ORDER**

15 IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to  
16 Fed.R.Civ.P.41(a)(2). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for  
17 the purpose of enforcing the parties' Settlement Agreement and General Release should such  
18 enforcement be necessary

20 Dated: 9/26/16,

  
21 Honorable Kandis A. Westmore  
22 United States Magistrate Judge